

**Town of Brentwood
Request for Proposal
Custodial Services for Municipal Offices**

I. PURPOSE OF REQUEST

The Town of Brentwood (Town) is requesting proposals for the selection of a custodial service to maintain the Town Office, Police Department, Recreation Center, and Library. The Town's needs are outlined below.

II. INSTRUCTIONS TO CONTRACTORS

- A. All proposals must be addressed to:

Karen Clement, Town Administrator
Town of Brentwood
1 Dalton Road
Brentwood NH 03833
603 642 6400 x 10

- B. All proposals must be in a sealed envelope and clearly marked "**Custodial Services**". The name and address of the proposing business must be shown on the face of the envelope.
- C. All proposals must be received by **4:00 pm on November 4, 2013**. Six (6) copies of the proposal must be enclosed in the sealed envelope. All proposals will be opened at the Selectmen's meeting at **6:15pm on November 5, 2013**. No facsimile, electronic, or telephone proposals will be accepted. Proposers are cautioned that failure to comply may result in non-acceptance of the offer.
- D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on clarity and completeness of information provided.

1.) Term

The services provided by the Contractor shall commence on January 1, 2014 and shall end on December 31, 2015 unless this Contract is extended or terminated as set forth herein.

2.) Scope of Work & Compensation

The Contractor shall perform the services contained in Exhibit A attached hereto, be compensated at the prices set forth in his/her fee proposal and conform to the General Conditions in Exhibit B.

Payments will be made within 30 days of the submission of a bill showing conformance with all work requirements.

3.) Hours of Service

The Contractor may perform the tasks at mutually convenient times but in no event shall the Contractor perform these duties at times, or in a manner, which imposes an unreasonable and undue burden upon the Town for maintaining its ongoing operations.

4.) Insurance

Prior to commencing work, and throughout the term of this contract, the Contractor shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage naming the town, its officers, employees and assigns, as Certificate Holder and additionally Named Insured, for the following types and levels of coverage:

- Workers Compensation	Statutory
- Automobile and Equipment	\$1 Million/\$2 Million
- Property Damage	\$1 Million/\$2 Million
- General Liability	\$1 Million/\$2 Million

The Town shall be notified no earlier than thirty (30) days before any such policy is cancelled.

If a sub-Contractor is used for any portion of the work, the Contractor will provide to the Town a similar certificate, in similar amounts and under similar conditions, from the sub Contractor. The town must be given 30 days advance notice of cancellation of any insurance required herein.

Should the Contractor fail to maintain such Workers' Compensation insurance, and should the Town be found liable to principals, officers, employees and agents of the Contractor, the Town may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the Contractor and any expenses relating to claims filed under the provisions of Workers' Compensation.

5.) Indemnification & Litigation

The Contractor agrees to indemnify, pay on behalf of, defend and hold harmless the Town and its officers, agents and employees of Brentwood from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of the Contractor under this contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town of Brentwood. The Town agrees that the Contractor will not be responsible for any suit, action or claim of loss or expenses because of bodily injury, including death caused by the Town and its agents and employees.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought here on, and the defense thereof with counsel acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.

This covenant shall survive the termination of this Contract.

6.) Parties Bound

This Contract shall be binding upon the successors, heirs and assigns of the parties hereto.

7.) Amendments

This Contract may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Contract.

8.) Entire Contract

The text herein contains the entire Contract of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid. If any provision, or portion thereof, of this Contract is held invalid or

unenforceable that Contract provision shall be deemed severable and the remainder of the Contract shall not be affected and shall remain in full force and effect.

11.) New Hampshire Law

This Contract is entered into under laws of the state of New Hampshire and shall be construed and interpreted in accordance with the laws of said state.

IN WITNESS WHEREOF the Town of Brentwood has caused the Contract to be executed in its corporate name and its Chairman of its Board of Selectmen, duly authorized and Contractor have set their hand and seal, as of the day and year first written above.

CONTRACTOR

TOWN

_____Chairman

As an agent for the Town of Brentwood and not in their individual capacity.

Exhibit A

Cleaning Specifications

1.) Location of Facilities

Town Office: Approximately 4,800 +/- square feet of office space, two bathrooms, corridors, conference rooms, common areas. There is a janitorial closet and slop sink available. The Town Hall business hours are 8:00 AM to 4:00 PM Monday through Friday. Various offices are often used for meetings Monday through Thursday evenings between 7:00 to 10:00 PM.

Brentwood Police Department: The Police Department is in the lower level of the Town Office and contains approximately 5,000 +/- square feet of office, meeting rooms, corridors, and 2 bathrooms. Hours of normal operation are 7:00 AM to 1:00 PM Monday through Friday, there are personnel in the building 24 hours a day; however, access to the building will only be allowed when the Administrative Assistant to the Police Department is available.

Brentwood Recreation: The Recreation building contains approximately 5,500 +/- square feet of office space, 3 bathrooms, and a commercial kitchen hours of operation generally are 7:00 AM to 6:00 PM Monday to Friday. Occasionally there may be personnel in the building at other than stated times due to other programs that may be going on.

Brentwood Library: The Library contains approximately 8,500 +/- square feet of office space, corridors, conference rooms, 3 bathrooms, and common areas hours of operation generally are 9:00 AM to 5:00 PM Monday to Friday. Occasionally there may be personnel in the building at other than stated times due to other programs that may be going on. ****NOTE** Please provide 2 proposals: one to include the Library and one without it.**

2.) Cleaning Specifications

Each Visit:

- All vinyl and tile flooring needs to be damp mopped (including bathrooms and main lobby area)
- Vacuum all carpeted floors in offices, conference rooms, common areas
- Vacuum all entrance mats and runners, remove stains, gum and adhesives
- Clean all service windows, remove any adhesives
- Empty all trash and recycling receptacles and replace liners as needed
- Empty all exterior receptacles outside building entrance
- Clean, sanitize and deodorize all bathroom fixtures including sinks, toilets, showers, including underneath and plumbing fixtures
- Clean all bathroom glass and mirrors
- Clean, sanitize and deodorize kitchen fixtures including sinks, microwaves, countertops, and tables
- Empty, clean and sanitize interior trash containers and replace liners
- Refill bathroom soap dispensers, toilet paper and paper towels
- Clean all countertops, tabletops and all other open surface areas
- All trash must be brought to and put into dumpster
- Dust and spot clean all horizontal surfaces including counters, shelving, desks, chair, tables, office equipment, window sills, heating units, door, door frames, file cabinets and light switches
- Sweep or dry mop all stairs and landings, spot clean spills and remove gum and adhesives

Once Weekly Duties

- All vinyl and tile flooring needs to be wet mopped once a week (including bathrooms and main lobby area) (Note: This will apply on each visit during the period of December 1st through March 31st).

- Clean all interior glass and exterior glass doors, remove any adhesives. Exterior windows are not included in this item. Interior glass in this usage is for the passage doors from common areas to offices or hallways
- Inspect carpet for spots and remove stains
- Clean and polish all woodwork
- High dust above hand height all horizontal surfaces including ledges and moldings
- Remove dust and cobwebs from ceiling areas
- Dust all chair and table legs, baseboards, ledges, moldings and other low-reach areas
- Dust window blinds
- Remove all finger marks and smudges from all vertical surfaces including doors, door frames, around light switches, walls and wall decorations
- Damp wipe all telephones with a disinfectant cleaner
- Clean, wash and sanitize water coolers
- Damp mop all stair treads, risers and landings – NO WAX is to be applied to these areas
- Clean and polish door kick plates
- Wipe dry and polish all bright work
- Clean, shine, polish all laminate and wood cabinetry

Once Monthly Duties

- Dust all pictures, charts and similar wall hangings
- Dust all horizontal surfaces of furniture, fixtures, equipment and accessories above 72 inches
- Wash stair treads, risers and landings – NO WAX is to be applied to these areas
- Clean, sanitize and deodorize bathroom fixtures including sink, toilet, plumbing fixtures

Add On Services as Specified

- 1.) Shampoo all carpeted surfaces and mats twice a year
- 2.) Wash all exterior windows inside and outside twice a year
- 3.) Strip, wax and seal all resilient flooring including storage areas, supply rooms and closets twice a year.

4.) Frequency of Visits

Each building should be cleaned three (3) times a week: Monday, Wednesday, and Fridays.

5.) Disposal of Trash

The trash from each building is to be disposed of in the dumpster at each building respectively.

Exhibit C

General Conditions

1.) Statutory Provisions

The Contractor will be bound by all applicable statutory provisions of the law of the Federal Government, the State of New Hampshire and the Town of Brentwood. Certificates of all required insurances, including Worker's Compensation, will be required to remain current and on file with the Town.

The Contractor will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Town Administrator of the Town.

2.) Items Included

The "Contractor" is responsible for supplying all labor and materials necessary to satisfy the requirements of this contract.

4.) Appropriation Required

The performance and payment obligations of the Town for years two and any subsequent years of this contract will be subject to appropriation or availability of funds. If the Town of Brentwood should not, for any reason, at any time, appropriate or otherwise make available, funds to support continuation of performance in any fiscal year succeeding the first year, the Town Administrator will cancel any contract pursuant to this bid without penalty upon thirty (30) days written notice to the Contractor.

5.) Termination Clause

This termination clause is in respect to the faithful and proper performance of all services as required by this bid/contract. If at any time the Contractor fails to fulfill or comply with any of the requirements of this bid/contract such as shoddy workmanship, improper procedures, supplying substandard, improperly trained employees, not adhering to the work schedule or stated response times, or in any way failing to carryout and/or perform the necessary duties as stated, the Town, at its option, can terminate this contract upon thirty (30) days written notice to the firm.

6.) Monthly Invoicing

The Contractor will submit invoicing for all work performed on monthly invoices. The invoicing will be broken into twelve (12) equal installments reflecting the total bid price for that particular year, for each respective department. Invoices will be submitted the first full week of the month following the month for which the work was performed. All invoices will be paid within thirty (30) days. Invoices should be mailed directly to: Town of Brentwood 1 Dalton Road Brentwood NH 03833.

7.) Equipment & Supplies

The Contractor will be responsible for supplying/providing **all items, equipment and cleaning supplies** necessary to comply with and perform all of the required services included in this bid.

The Contractor will also be responsible for replenishing all soap products, trash receptacle liners, etc. at all locations on each visit as needed. All products supplied by the Contractor are subject to approval by the Town. Upon request, the Contractor will be required to supply samples of all cleaning equipment, supplies, soap products, etc. which shall be subject to the approval of the Town. The Town will be responsible for the maintenance of adequate inventories by the ordering and stocking of paper products, soap products, and trash liners. The Town will maintain the accounts and pay

the invoices for these supplies. The Town must approve the quality of products being proposed and insure they are cost competitive.

Conversion of dispensers (soap, paper towels, etc.) for long term cost efficiency is encouraged. The cost of conversion will be borne by the Town. The Contractor will submit their proposed vendor(s) for these products at the same time as they submit any such proposals.

Equipment, supplies and paper products may be stored on site to the extent storage facilities are available. All other equipment, supplies and paper products must be stored at the Contractor's site. If custodial closets are provided, they must be kept clean and orderly at all times. There shall be no flammable materials stored in these areas.

8.) Protection of Property

The Contractor shall keep all exterior doors locked when the building is unoccupied and shall be responsible for locking the windows and doors of the building or any portion of the building, at times other than where they are in normal use. The Contractor shall not open any doors or windows for purposes other than cleaning. Keys shall not be left in doors, and employees are not to admit anyone into the building where they are working under any circumstances.

Any Town property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the Contractor. The Town shall hold the Contractor responsible for any town property that is lost or stolen during the execution of the work. Smoking by employees is not allowed inside the buildings or on Town property.

Employees of the Contractor shall not disturb papers on desk, open drawers or cabinets, use telephones, computers, radios or television sets or tamper with any personal property.

9.) Reporting

Employees of the Contractor shall write out work requests on the appropriate form provided by the Town Administrator and submitted to the same, for any repairs that need attention (i.e., plumbing or electrical problems, broken fixtures or equipment, etc.). Anything of immediate nature such as open or unlocked doors or anything out of the ordinary shall be reported directly to the department head, if the Town Administrator is unavailable.

The Contractor shall maintain with the Town a current roster of all persons, to include their true name and address, which shall be in the employ of the Contractor and on the premises of the Town. Such employees will need to pass whatever background checks are deemed necessary, including, but not limited to, criminal background checks and fingerprinting to be working around sensitive and confidential material. **No Employees with Felony Convictions are Allowed.**